IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION

TEXAS ASSOCIATION OF REALTORS®, INC.,	§	
	§	
	§	
Plaintiff,	§	
V.	§	
	§	
PDFFILLER, INC.	§	
	§	CIVIL ACTION NO. 16-1304
Defendant.	§	

PLAINTIFF'S ORIGINAL COMPLAINT

Plaintiff Texas Association of REALTORS®, Inc., ("TAR"), for its Original Complaint against Defendant PDFfiller, Inc. ("PDFfiller"), alleges the following:

I.
PARTIES

1. Plaintiff TAR is a non-profit corporation organized under the laws of the State of Texas with a principal place of business located at 1115 San Jacinto Blvd., Suite 200, Austin, Texas 78701.

2. Defendant PDFfiller is a Massachusetts corporation with its principal place of business located at 1371 Beacon Street, Suite 301, Brookline, Massachusetts 02446. PDFfiller may be served through its registered agent, Vadim Yasinovsky, at 167 Corey Road #206, Brighton, MA 02135.

II.
JURISDICTION AND VENUE

3. This is a civil action for copyright infringement arising under the Copyright Act of 1976, as amended, 17 U.S.C. § 101, *et. seq.*, trademark infringement arising under Section 43(a) of the Lanham Act of 1946, as amended, 15 U.S.C. § 1125(a), and unfair competition

under the laws of the state of Texas.

4. This Court has jurisdiction of this action under 28 U.S.C. §§ 1331 and 1338(a) as to the Copyright and Trademark claims. This Court also has supplemental jurisdiction under 28 U.S.C. § 1367 as to the unfair competition claim.

5. This Court may exercise personal jurisdiction over PDFfiller because PDFfiller has continuous and systematic contacts with the state of Texas and has directed its advertising, marketing, and sales of infringing real estate forms designed for Texas transactions to Texas residents, and these claims arise out of those activities. Therefore, TAR's cause of action arises from and is directly related to PDFfiller's contacts with the state of Texas.

6. Venue is proper in this judicial district pursuant to 28 U.S.C. §§ 1391(b) and 1400(a), because PDFfiller, being subject to personal jurisdiction, is deemed to reside in this judicial district, and because a substantial part of the events or omissions giving rise to the claims alleged in this Complaint occurred in this judicial district.

III.
FACTUAL BACKGROUND

A. TAR's Background, Trademarks, and Copyrighted Forms

7. Founded in 1920, TAR is a non-profit corporation dedicated to promoting and protecting private-property ownership rights, advocating for Texas REALTORS® and property owners, and keeping home ownership affordable in Texas.

8. With more than 100,000 members and 70 employees, TAR is the largest professional membership association in Texas. TAR is dedicated to serving its members through developing and promoting programs and services in the real estate field.

9. Among other things, TAR is recognized as a provider of high quality real estate forms which assist its members in achieving success in the real estate field.

10. Over many years, TAR has created and maintained an extensive resource library of original, copyrighted real estate forms created and designed to cover essentially all aspects of the types of residential and commercial real estate purchase, sale, and leasing transactions in which TAR's members engage (the "TAR Library").

11. The TAR Library reflects many original and creative copyrighted works, each of which is the product of comprehensive knowledge compiled over years of experience and the profound expertise of TAR concerning the best practices, laws, and regulations affecting the business activities of real estate professionals in Texas.

12. Access to the TAR Library is primarily restricted to TAR members, and the forms in the TAR Library are not made available to the general public. Real estate professionals who are not TAR members may also access certain commercial forms from the TAR Library by agreeing to TAR's terms and paying an annual license fee of $500.

13. Access to the TAR Library is a highly regarded benefit of membership in TAR.

14. The ability to offer access to the TAR Library is a major selling point for TAR to market to, obtain, and retain members from the industry of Texas real estate professionals.

15. TAR's forms are each made up of considerable original content, including text, layout, and design features that are the exclusive property of TAR. Additionally, each TAR form is emblazoned with the mark set forth below:

TEXAS ASSOCIATION OF REALTORS®

(the "TAR Logo").

16. In addition to the TAR Logo, TAR also uses the word mark Texas Association of

REALTORS® (the "TAR Word Mark") in its forms as a designation of origin and ownership. TAR has continuously used and exclusively promoted the TAR Logo and TAR Word Mark (collectively the "TAR Trademarks") in association with its products and services.

17. TAR has established considerable trademark rights in the TAR Trademarks. TAR has been using the TAR Word Mark in commerce in connection with its real estate services since at least October 1968 and has been using the TAR Logo in commerce in connection with its real estate services since at least June 1996. TAR has continuously used the TAR Trademarks throughout its advertisements, website, marketing materials, and real estate forms for many years and has developed valuable goodwill and brand recognition in association with the marks both in Texas and nationwide. Those engaging in Texas real estate transactions, including TAR's members, have come to associate the TAR Trademarks with TAR and its high quality products and services.

18. By affixing the TAR Trademarks to the forms in the TAR Library, TAR has signified to its members, users, and recipients of the works that the TAR Library is complete, accurate, fair, legitimate, up to date, and of the highest quality.

19. TAR has at all pertinent times expended considerable amounts of time and money and has employed numerous individuals to revise, improve, and update the TAR Library to ensure that its works remain current with the various business, legal and policy changes affecting the Texas real estate services industry and to create and conform with ever-evolving industry best practices.

20. TAR monitors and controls the manner in which the copyrighted works of the TAR Library may be used by licensed users and strictly limits access to the TAR Library to TAR members.

21. TAR's forms are all clearly marked with copyright notices and state "USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED. ©Texas Association of REALTORS®, Inc."

22. TAR has applied to the Register of Copyrights and received Certificates of Copyrighted Registration for multiple works covering all aspects of the real estate industry in the TAR Library. The following chart lists the TAR forms relevant to this action (the "Infringed TAR Forms") and the United States Copyright Registration numbers applicable to those forms and/or to works from which those forms were derived:

TAR Form No.	TAR Form Name	U.S. Copyright Reg./App. Nos.
1101 (2003)	Residential Real Estate Listing Agreement, Exclusive Right to Sell	TX 7-615-308 TX 4-834-043 TX 5-421-177 TX 7-829-331
1101 (2008)	Residential Real Estate Listing Agreement, Exclusive Right to Sell	
1101 (2012)	Residential Real Estate Listing Agreement, Exclusive Right to Sell	
1102 (2003)	Residential Real Estate Listing Agreement, Exclusive Right to Lease	TX 4-821-035 TX 5-533-750
1201 (2003)	Farm & Ranch Real Estate Listing Agreement, Exclusive Right to Sell	TX 5-533-752 TX 7-829-268
1301 (2006)	Commercial Real Estate Listing Agreement - Exclusive Right to Sell	TX 6-318-345 TX 5-121-765 TX 5-729-919 TX 7-905-185
1301 (2010)	Commercial Real Estate Listing Agreement - Exclusive Right to Sell	
1302 (2006)	Commercial Real Estate Listing Agreement - Exclusive Right to Lease	TX 5-122-574 TX 5-729-918 TX 6-307-796 TX 7-905-190
1302 (2010)	Commercial Real Estate Listing Agreement - Exclusive Right to Lease	
1406 (2008)	Seller's Disclosure Notice	TX 6-837-168 TX 7-829-256
1406 (2011)	Seller's Disclosure Notice	

TAR Form No.	TAR Form Name	U.S. Copyright Reg./App. Nos.
1406 (2014)	Seller's Disclosure Notice	
1407 (2004)	Information About On-Site Sewer Facility	TX 5-947-735
1413 (2004)	Request for Mortgage Information	TX 5-533-761 TX 5-947-730
1501 (2001)	Residential Buyer/Tenant Representation Agreement	TX 6-375-691 TX 6-013-028 TX 5-309-049
1501 (2004)	Residential Buyer/Tenant Representation Agreement	
1501 (2006)	Residential Buyer/Tenant Representation Agreement	
1502 (2006)	Commercial Buyer/Tenant Representation Agreement	TX 6-318-282
1506 (2005)	General Information & Notice to Buyer	TX 6-202-809
1801 (2005)	Commercial Contract - Improved Property	TX 6-269-097 TX 5-122-576 TX 7-900-814 TX 8-247-799
1801 (2010)	Commercial Contract - Improved Property	
1802 (2005)	Commercial Contract - Unimproved Property	TX 5-122-573 TX 5-494-658 TX 6-272-577 TX 7-900-816 TX 8-247-801
1802 (2010)	Commercial Contract - Unimproved Property	
1803 (2014)	Commercial Letter of Intent to Purchase	TX 7-905-183
1925 (2004)	Buyer’s Walk-Through and Acceptance Form	TX 5-967-874
1941 (2004)	Relocation Addendum	TX 6-066-278
2001 (2005)	Residential Lease	TX 7-926-560 TX 7-649-409 TX 6-243-331 TX 8-238-234
2001 (2007)	Residential Lease	
2001 (2010)	Residential Lease	
2001 (2012)	Residential Lease	
2001 (2014)	Residential Lease	
2002 (2003)	Agreement Between Brokers for Residential Leases	TX 4-776-554

TAR Form No.	**TAR Form Name**	**U.S. Copyright Reg./App. Nos.**
2003 (2003)	Residential Lease Application	TX 7-926-554 TX 4-800-527 TX 6-248-176
2003 (2007)	Residential Lease Application	
2003 (2012)	Residential Lease Application	
2003 (2014)	Residential Lease Application	
2004 (1997)	Pet Agreement	TX 4-770-092 TX 7-926-558
2004 (2003)	Pet Agreement	
2005 (2009)	Extension of Residential Lease	TX 7-926-545 TX 4-767-538 TX 8-238-237
2005 (2010)	Extension of Residential Lease	
2005 (2014)	Extension of Residential Lease	
2006 (2005)	Residential Lease Inventory & Condition Form	TX-6-243-330 TX 4-771-477 TX 5-967-878 TX 7-926-563
2006 (2012)	Residential Lease Inventory & Condition Form	
2007 (2005)	Residential Lease Guaranty	TX 6-253-992 TX 4-767-539
2007 (2010)	Residential Lease Guaranty	
2008 (2003)	Addendum Regarding Lead-Based Paint	TX 5-403-337
2009 (2007)	Agreement for Application Deposit & Hold on Property	TX 4-772-575 TX 6-253-991
2010 (2003)	Pool/Spa Maintenance Addendum	TX 4-770-091
2011 (2012)	Residential Lease for a Multi-Family Property Unit	TX 7-926-565 TX 8-238-231
2101 (2006)	Commercial Lease	TX 6-406-330 TX 4-880-842 TX 5-606-641 TX 7-650-567 TX 7-905-191
2101 (2010)	Commercial Lease	
2108 (2010)	Commercial Landlord's Rules and Regulations	TX 4-880-301 TX 5-596-170 TX 6-399-483
2120 (2010)	Commercial Lease Application Form	Application No. 1-14111280998
2201 (2005)	Residential Leasing and Property Management Agreement	TX 6-243-329

TAR Form No.	TAR Form Name	U.S. Copyright Reg./App. Nos.
2201 (2012)	Residential Leasing and Property Management Agreement	TX 4-564-456 TX 6-066-783 TX 7-908-482
2202 (2005)	Commercial Property Management Agreement	TX 6-173-460
2211 (2007)	Lease Amendment Concerning Tenant Change	TX 6-579-828
2301 (2007)	Independent Contractor Agreement for Sales Associate	TX 4-880-293
2401 (2003)	Registration Agreement Between Broker and Owner	TX 5-745-910

23. Representative examples of the Infringed TAR Forms are attached hereto as Exhibit A.[1]

24. Copies of the Certificates of Registration for the Infringed TAR Forms and United States Copyright Application No. 1-14111280998 for TAR form 2120 (2010) entitled Commercial Lease Application are attached hereto as Exhibit B.[2]

B. PDFfiller's Infringing Activities and Unfair Competition

25. TAR recently discovered that PDFfiller has been marketing, advertising, distributing, displaying, offering to sell, and selling real estate forms that are exact duplicates of or are substantially similar to TAR's real estate forms listed in Paragraph 21, above through its website located at www.pdffiller.com (the "PDFfiller Website"). In addition to copying TAR's copyrighted content, PDFfiller's infringing forms each contain infringing duplicates of the TAR Trademarks. Examples of the infringing forms located on the PDFfiller Website are attached hereto as Exhibit C, and examples of screenshots showing the manner in which the forms are displayed on the PDFfiller Website are attached hereto as Exhibit D.

[1] Original versions of TAR form Nos. 1102 (2006) and 1501 (2001) have not yet been located and are not included with Exhibit A.
[2] Copies of the Certificates of Registration Nos. TX 4-880-842, TX 5-403-337, and TX 6-837-168 have not yet been located and are not included in Exhibit B.

26. More specifically, through the PDFfiller Website, PDFfiller allows its users and subscribers to upload, download, access, print, save, and edit, among other things, the Infringed TAR Forms for a fee. PDFfiller grants this access to its users without permission or authorization of TAR, and enables non-members of TAR to access and manipulate the Infringed TAR Forms despite the explicit notices prohibiting use by non-members of TAR on the Infringed TAR Forms.

27. As a consequence of PDFfiller's infringement, TAR has suffered and will continue to suffer irreparable injury, the exact nature, extent, and amount of which cannot be ascertained at this time. Therefore, in addition to other remedies, TAR is also entitled to injunctive relief.

IV.
CAUSES OF ACTION

Count One: Copyright Infringement - 17 U.S.C. § 101, et seq.

28. TAR refers to and incorporates by reference the allegations contained in Paragraphs 1 through 27 as though set forth fully herein.

29. At all relevant times, TAR was, and is the owner of the exclusive copyright interests in the Infringed TAR Forms, each of which was created in the United States.

30. The Infringed TAR Forms contain a substantial amount of original material that constitutes copyrightable subject matter pursuant to 17 U.S.C. § 102(a) and which is protected under the Copyright Act of 1976, 17 U.S.C. § 101, *et seq.*

31. As previously stated, TAR has obtained and/or applied for Certificates of Registration for each of the Infringed TAR Forms with the United States Register of Copyrights.

32. TAR has at all times complied in all respects with the Copyright Act of 1976 and all other laws of the United States with regard to the Infringed TAR Forms.

33. PDFfiller has used, or caused to be used, unauthorized copies of the Infringed TAR Forms in violation of TAR's exclusive rights under the Copyright Act of 1976, 17 U.S.C. § 101, *et seq*. PDFfiller's marketing, advertising, distributing, displaying, offering to sell, and selling of substantially similar or identical copies of the Infringed TAR Forms constitutes copyright infringement in violation of TAR's exclusive rights under the Copyright Act.

34. TAR has never granted PDFfiller any express or implied permission to use the Infringed TAR Forms.

35. PDFfiller is also liable as a contributory infringer by inducing and encouraging users of the PDFfiller Website to upload the Infringed TAR Forms and to create new, unlocked, reusable, fillable PDF forms using PDFfiller's services and software.

36. PDFfiller is additionally liable as a vicarious infringer, as PDFfiller profits from the direct infringement of PDFfiller's users by collecting subscription fees from the users and by adding the Infringed TAR Forms to the PDFfiller database and advertising and reselling the Infringed TAR Forms.

37. PDFfiller's continuing acts of copyright infringement, unless enjoined, will cause and have caused irreparable damage to TAR in that TAR will have no adequate remedy at law to compel PDFfiller to cease such acts. If such acts are not permanently enjoined, TAR could be compelled to prosecute a multiplicity of actions, one action each time PDFfiller or any of its users commit such acts, and in each such action it will be extremely difficult to ascertain the amount of compensation which will afford TAR adequate relief.

38. By reason of PDFfiller's acts of copyright infringement, TAR is entitled to recover actual damages and all profits received or otherwise achieved, directly or indirectly, by PDFfiller in connection with PDFfiller's marketing, advertising, distributing, displaying, offering

to sell, and selling of the Infringed TAR Forms or, in the alternative, statutory damages as provided for in 17 U.S.C. § 504(c). TAR is also entitled to recover attorney's fees and costs under 17 U.S.C. § 505.

Count Two: Violations of Section 43(a) of the Lanham Act; 15 U.S.C. § 1125(a)

39. TAR refers to and incorporates by reference the allegations contained in Paragraphs 1 through 38 as if fully set forth herein.

40. On information and belief, PDFfiller has advertised, marketed, and sold products and services using the TAR Trademarks without authorization from TAR.

41. PDFfiller's unauthorized use of the TAR Trademarks is likely to cause confusion, to cause mistake, and to deceive as to the affiliation, connection, and association of PDFfiller with TAR, TAR's products and services, and as to the origin, sponsorship, or approval of PDFfiller's goods and services by TAR in violation of 15 U.S.C. § 1125(a)(1)(A).

42. Through its infringing and unauthorized use of the TAR Trademarks, PDFfiller has further misrepresented the nature, characteristics, qualities, and/or geographic origin of PDFfiller's products in violation of 15 U.S.C. § 1125(a)(1)(B).

43. TAR has no control over the nature or quality of the products and services sold and offered for sale by PDFfiller. Any failure, neglect, or default of PDFfiller in advertising, marketing, or selling its products and services to consumers will reflect adversely upon TAR as the believed source of origin and/or approval of the products and services.

44. Such adverse reflection will severely frustrate efforts by TAR to continue to protect its outstanding reputation for high quality with respect to TAR's works.

45. PDFfiller's activities have caused and, unless enjoined, will continue to cause irreparable injury to TAR and the goodwill TAR has established in its name, products, and

services over the years.

46. TAR has suffered and will continue to suffer substantial damage to its business, reputation, and goodwill, and will continue to suffer the loss of sales and profits that TAR would have made but for PDFfiller's acts, and TAR is entitled to recover damages, PDFfiller's profits, and the costs of this action pursuant to 15 U.S.C. § 1117(a).

47. PDFfiller's conduct constitutes an "exceptional" case under 15 U.S.C. § 1117(a), and TAR is entitled to attorneys' fees and other costs the Court considers just and equitable.

Count Three: Unfair Competition/Misappropriation

48. TAR refers to and incorporates by reference the allegations contained in Paragraphs 1 through 47 as though set forth fully herein.

49. TAR developed the TAR Trademarks through extensive time, skill, labor and money. In connection with the advertisement, marketing, and sale of its products, PDFfiller has exploited the reputation and goodwill associated with the TAR Trademarks in competition with TAR to gain a competitive advantage.

50. PDFfiller gained a particular advantage because it was not burdened with the expenses incurred by TAR in developing the goodwill, reputation, and works of TAR.

51. By these actions, PDFfiller has gained a financial benefit for itself and has caused financial loss and damages to TAR.

52. Such actions by PDFfiller have caused and will continue to cause TAR irreparable injury for which TAR has no adequate remedy at law.

V.
REQUEST FOR INJUNCTIVE RELIEF

53. TAR refers to and incorporates by reference the allegations contained in Paragraphs 1 through 52 as though set forth fully herein.

54. PDFfiller has violated 17 U.S.C. § 101, *et seq.* and 15 U.S.C. § 1125(a), and TAR is therefore entitled to injunctive relief under 17 U.S.C. § 502(a) and 15 U.S.C. § 1116.

55. TAR requests that the Court issue preliminary and permanent injunctive relief enjoining PDFfiller and its officers, directors, agents, employees, successors, assigns and attorneys, and all other persons or entities in active concert or participation with PDFfiller who receive notice of the injunction by personal service or otherwise, from doing, aiding, causing or abetting the following:

(a) engaging in any acts or activities directly or indirectly calculated to trade upon TAR's trademarks, names, logos, reputation or goodwill, including any further use of marks that are identical or confusingly similar to the TAR Trademarks;

(b) directly or indirectly using in commerce a reproduction, counterfeit, copy, or colorable imitation of the TAR Trademarks in connection with the sale, offering for sale, distribution, or advertisement of any goods and/or services without authorization from TAR;

(c) directly or indirectly using any false designation of origin, false or misleading description of fact, or false or misleading representation of fact in connection with the sale of PDFfiller's products or services, including any representation that PDFfiller is affiliated with TAR;

(d) passing off, inducing or enabling others to sell or pass off, as products or services produced by or for or distributed with authorization of TAR, any product or service that is not the product or service of TAR, is not produced under the control or supervision of TAR, is not approved by TAR, or is not distributed with TAR's express authorization;

(e) otherwise engaging in competition unfairly;

(f) engaging in any acts or activities directly or indirectly calculated to infringe upon TAR's copyrights, including its copyrights in the Infringed TAR Forms and any copyright protected forms in the TAR Library; and

(g) directly or indirectly using any duplication or reproduction of any of TAR's copyright protected works, including, but not limited to the Infringed TAR Forms or any copyright protected forms in the TAR Library, in connection with the marketing, advertising, distributing, displaying, offering to sell, and selling of its products or services.

56. TAR will suffer immediate and irreparable damage, injury and harm for which there is no adequate remedy at law if PDFfiller is not immediately and permanently enjoined from the conduct listed above.

57. Public policy favors the protection of intellectual property rights, and the prevention of unfair competition, and any injunctive relief granted herein will therefore be in accordance with public policy.

58. The potential damage to TAR if the injunctive relief requested herein is not granted far outweighs any harm that PDFfiller will suffer as a result of the injunctive relief requested. Immediate and permanent injunctive relief is therefore appropriate.

VI.
JURY DEMAND

59. TAR hereby demands a trial by jury on all issues triable by jury.

VII.
PRAYER

WHEREFORE, TAR prays that the Court grant the following relief:

1. Order that PDFfiller and its officers, directors, agents, employees, successors,

assigns and attorneys, and all persons and entities in active concert or participation who receive notice of the injunction by personal services or otherwise, be enjoined and restrained preliminarily during the pendency of this action, and then permanently, from doing, aiding, causing, or abetting any of the following:

(a) engaging in any acts or activities directly or indirectly calculated to trade upon TAR's trademarks, names, logos, reputation or goodwill, including any further use of marks that are identical or confusingly similar to the TAR Trademarks;

(b) directly or indirectly using in commerce a reproduction, counterfeit, copy, or colorable imitation of the TAR Trademarks in connection with the sale, offering for sale, distribution, or advertisement of any goods and/or services without authorization from TAR;

(c) directly or indirectly using any false designation of origin, false or misleading description of fact, or false or misleading representation of fact in connection with the sale of PDFfiller's products or services, including any representation that PDFfiller is affiliated with TAR;

(d) passing off, inducing or enabling others to sell or pass off, as products or services produced by or for or distributed with authorization of TAR, any product or service that is not the product or service of TAR, is not produced under the control or supervision of TAR, is not approved by TAR, or is not distributed with TAR's express authorization;

(e) otherwise engaging in competition unfairly;

(f) engaging in any acts or activities directly or indirectly calculated to infringe upon TAR's copyrights, including its copyrights in the Infringed TAR Forms and any copyright protected forms in the TAR Library; and

(g) directly or indirectly using any duplication or reproduction of any of TAR's copyright protected works, including, but not limited to the Infringed TAR Forms or any copyright protected forms in the TAR Library, in connection with the marketing, advertising, distributing, displaying, offering to sell, and selling of its products or services.

2. Order PDFfiller to file with the Court and serve upon counsel for TAR within thirty (30) days after the entry of the permanent injunction prayed for in this Complaint, a written report, sworn to under oath, setting forth in detail the manner and form in which PDFfiller has complied with the injunction;

3. Order PDFfiller to account for and pay to TAR all profits derived by reason of PDFfiller's acts alleged in this Complaint;

4. Order PDFfiller to pay TAR all actual damages it has sustained as a result of PDFfiller's actions including, without limitation, damage to its business, reputation and goodwill, and the loss of sales and profits that it would have made but for PDFfiller's acts;

5. Order PDFfiller to pay TAR statutory damages as provided for in 17 U.S.C. § 504(c);

6. Find that this is an "exceptional" case pursuant to 15 U.S.C. § 1117;

7. Award TAR treble damages pursuant to 15 U.S.C. § 1117;

8. Award TAR its costs of suit, including reasonable and necessary attorneys' fees and expenses;

9. Award TAR pre-judgment and post-judgment interest at the highest legal rate on all sums awarded in the Court's judgment; and

10. Award TAR such other and further relief to which it may be entitled at law or in equity.

Respectfully submitted,

/s/ Adam Sencenbaugh
Adam Sencenbaugh
State Bar No. 24060584
HAYNES AND BOONE, LLP
600 Congress Avenue, Suite 1300
Austin, Texas 78701
Telephone: (512) 867.8400
Facsimile: (512) 867.8470

Jason P. Bloom (pro hac vice admission pending)
State Bar No. 24045511
Bethany Hrischuk (pro hac vice admission pending)
State Bar No. 24097851
HAYNES AND BOONE, LLP
2323 Victory Avenue, Suite 700
Dallas, Texas 75219
Telephone: (214) 651.5000
Facsimile: (214) 651.5940

**ATTORNEYS FOR PLAINTIFF
TEXAS ASSOCIATION OF REALTORS®, INC.**